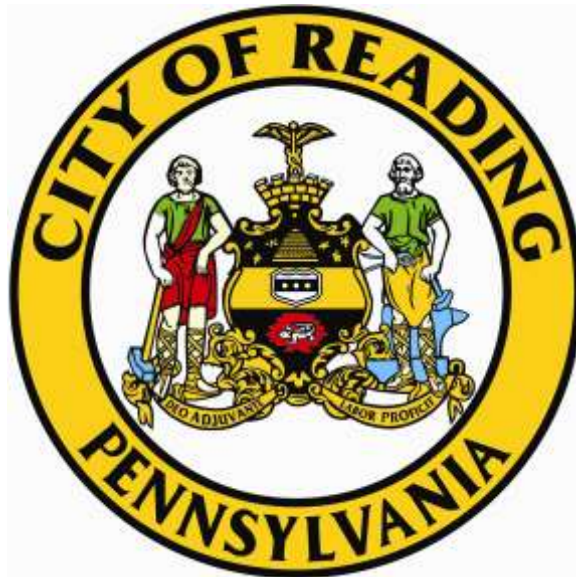


Request for Proposals

City Of Reading, PA

Independent Legal Counsel



A. INTRODUCTION

The City of Reading through the Law Department intends to retain an Independent Legal Counsel, who is a licensed attorney, who shall be responsible for specifically representing city personnel who are subjects of City of Reading Charter Board investigations where the City Solicitor is unable to provide legal services.

Sealed proposals will be received by the City of Reading until **3:00 P.M., prevailing time, on August 23, 2016**, in the Office of the Purchasing Coordinator, 815 Washington Street, Room 2-45, Reading, PA 19601.

The purpose of this document is to outline the general scope of work to be performed, and outline the evaluation and selection process.

The original proposal and six (6) copies shall be submitted in a sealed envelope that shall plainly indicate on it the title of the proposal and the date for receiving. This shall be delivered to the City Purchasing Coordinator, Rm. 2-45, City Hall, 815 Washington Street, Reading, PA, until **3:00 P.M., prevailing time on August 23, 2016**. The envelope shall be clearly labeled as RFP for Independent Legal Counsel.

Proposals received by the Purchasing Coordinator after the hour specified will not be considered. Proposers are invited to be present at the RFP opening.

No Pre-Proposal conference will be held. To facilitate the clarification of requirements, proposers are required to submit questions in writing, by **2:00 P. M. on August 15, 2016**. Any interpretation made to prospective proposers will be expressed in the form of an addendum which, if issued, will be conveyed in writing to all prospective proposers no later than **3:00 P. M. on August 17, 2016**.

Modified proposals submitted during the usual conduct of negotiations are not to be considered as late proposals.

No proposals will be considered without the attached Proposal Form signed by a proper official of the company and submitted in a sealed envelope. No telegraph, telephone or FAX proposals will be accepted.

The City of Reading reserves the right to accept or reject any or all bids, and to accept or reject any part of a bid that may not be in the public interest.

Proposal terms, conditions, and pricing must remain fixed and firm for ninety (90) days from receipt.

There is no expressed or implied obligation for the City of Reading to reimburse responding firms for any expenses incurred in preparing proposals in response to this RFP.

B. AUTHORIZATION OF INVITATION

Administrative Code Section 1-123 gives certain City entities the ability to engage an Independent Legal Counsel under certain circumstances, i.e. an area of conflict.

The City of Reading recognizes and states that the awarding of a contract for professional services cannot be solely based upon the selection of the lowest bidder. Emphasis is placed on factors such as professional qualifications, experience, and familiarity with the nature of the service to be performed.

This RFP is issued by the City of Reading through the Law Department. Any questions or clarifications concerning the RFP shall be directed to:

Juanita Komoro, Purchasing Assistant
815 Washington Street, Room 2-45
Reading, PA 19601
Juanita.Komoro@readingpa.gov
Telephone Number: (610) 655-6207
Fax Number: (610) 655-6427

C. SPECIAL CONDITIONS

It is the objective of this RFP to retain an Independent Legal Counsel who is a licensed attorney who shall be responsible for representing City personnel who are subject to Charter Board investigations where the City Solicitor is unable to render legal services.

Unless otherwise authorized, a not to exceed price of \$9,500 shall exist per case from complaint up to and including the Charter Board hearing.

It is the City's intent that this RFP permit competition. It shall be the proposer's responsibility to advise the City in writing if any language, requirements, specifications, etc., or any combination thereof inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Coordinator no later than, **August 15, 2016.**

The City of Reading Purchasing Policy gives the ability to award a contract for professional services to be based solely on professional qualifications, experience, and familiarity with the conditions listed under Section M.

D. QUALIFICATIONS

The Independent Legal Counsel shall be a member in good standing of the Pennsylvania Bar Association and shall have so been for at least five (5) years. The Independent Legal Counsel need not be a resident of the City of Reading and shall not be the current or former Solicitor to the Charter Board.

E. SCOPE OF WORK TO BE PERFORMED

The City of Reading intends to retain an Independent Legal Counsel who is a licensed attorney who shall be responsible for representing City personnel subject to Charter Board investigations where the City Solicitor is unable to represent them.

The scope of work for the Independent Legal Counsel is strictly case dependent and subject to recent Law Department Guidelines for outside legal counsel.

F. PREPARATION OF RFP'S

Proposers are expected to examine any specifications, schedules or instructions included in the RFP package. Failure to do so will be at the proposer's risk.

The applicant shall complete the questions listed on the Proposal Form in a complete and concise manner.

Proposals are to be prepared simply, providing a straight-forward and concise description of the successful proposer's capabilities to satisfy the requirements of this proposal. Emphasis should be on completeness and clarity of content.

Each copy of the proposal and all documentation shall be bound in a single volume.

If erasures or other changes appear in the proposal, each erasure or change must be initialed by the person signing the submittal.

Receipt of amendments/addendums by a proposer must be acknowledged on the appropriate City form and included in the proposal.

Ownership of all data, material, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the Freedom of Information Act. Trade secrets or proprietary information submitted shall not be subject to public disclosure; however, the proposer must invoke this protection in writing. The proprietary or trade secret material submitted must be identified. The classification of an entire proposal, line item prices and/or total proposal prices as proprietary or trade secret is not acceptable and will result in rejection and return of proposal.

G. MODIFICATION OR WITHDRAWAL OF RFP'S

An RFP that is in the possession of the Purchasing Coordinator may be amended by telegram, letter, or fax transmission bearing the signature or name of the person authorized for bidding, provided it is received prior to the time and date of opening. A telegraph should not reveal the RFP price but should indicate the addition, subtraction or other change in the RFP.

An RFP that is in the possession of the Purchasing Coordinator may be withdrawn by the proposer in person or by written request up until the time of the RFP opening. RFP's may not be withdrawn after the opening.

H. RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates the acceptance by the attorney to the conditions contained in

this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Reading and the attorney.

After the date and time established for the receipt of proposals by the City, any contact by proposer with any City representative, other than the Purchasing Coordinator, concerning the RFP is prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement action.

The City of Reading reserves the right without prejudice to reject any or all proposals.

I. MINORITY & WOMEN BUSINESS ENTERPRISES

The City notifies all proposers that minority and women business enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the basis of race, color, national origin or ancestry. Proposer hereby agrees that upon the award of the contract, proposer will not discriminate against any person who performs work because of age, race, religion, color, sex, national origin or ancestry.

J. EVALUATION & SELECTION PROCESS

A Committee composed of members of the Law Department and the Purchasing Coordinator will evaluate all proposals, and select the candidate best qualified to perform the scope of work. The qualification based selection process will be used. Qualifications will outweigh all other considerations. The City will begin negotiations with the highest-ranked candidate and develop a final work scope and refine compensation.

During the entire selection process, proposers shall only contact the Purchasing Coordinator regarding details of the work to be performed, unless otherwise authorized. This will minimize missed information and duplication of effort.

The Committee **may** choose to conduct interviews with finalists after the initial review of proposals is complete. If interviews are conducted, finalists will be contacted individually by the Purchasing Coordinator's Office.

The Committee has the responsibility to negotiate the most favorable cost terms and conditions for the City. This negotiating process may continue until the award of the contract. All proposals will become part of the official file on this matter without obligation to the City of Reading.

The City of Reading Purchasing Policy allows the City to base its selection on professional qualifications, experience, and familiarity with the nature of the service to be provided.

K. CONTRACT REQUIREMENTS

The successful proposer shall maintain all records for five (5) years after final payment on the contract and any and all other pending matters are closed. After the five (5) years retention period, the City shall have the option to take possession of the work papers whenever the successful proposer decides to dispose of them.

All reports, information, data, etc, furnished by the City to the successful proposer shall remain confidential and shall not be released by the successful proposer to any individual or

organization without the prior written approval of the City.

L. CONTRACT

A contract will be drafted by the City and executed by both the City and successful proposer. Incorporated into that contract will be this Request for Professional Services and the Proposal accepted by the City of Reading through the Law Department.

M. CONTRACT TERMINATION

The City of Reading shall have the right to terminate the contract or any part thereof:

1. If unknown circumstances arise which make it desirable, in the best interest of the City, to void the contract.
2. The proposer does not adequately comply with the specifications.
3. The proposer neglects to carry out the direction of the represented parties.
4. The proposer in the judgment of those represented is unnecessarily or willfully delaying the performance and the completion of the work.
5. The proposer refuses to proceed with work as directed by those represented.
6. The proposer abandons the work.

Proposers who have questions concerning various aspects of this Contract should contact the following person:

Juanita Komoro, Purchasing Assistant
City of Reading
815 Washington Street, Room 2-45
Reading, PA 19601-3690
Telephone Number (610) 655-6416

N. TAXES

The successful proposer will be responsible for remitting all Federal, State and local taxes or contributions imposed or required under Unemployment Insurance, Social Security and income tax laws under the Workers' Compensation law with respect to this contract.

O. INSURANCE

The Successful Proposer, at the time of execution of the contract, shall also furnish the City with insurance certificates of adequate limits, as later indicated, to protect the City of Reading, its agents, and employees, from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such

certificates are submitted to and approved by the City beforehand.

WORKERS' COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Proposer in the work to be performed is that of any independent Proposer and as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Proposer, sub-contractors, agents, or employees have been negligent, and the Proposer shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Proposer shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty, including all legal defense costs incurred by the City. The Proposer shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Proposer shall indemnify and save harmless the City from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Proposer's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

The Proposer shall maintain such insurance as will protect the proposer from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly or indirectly employed by either of them. Proposer's liability insurance shall be in the names of the Proposer and the City as their respective interests may appear. Each policy and Certificate of Insurance shall contain an endorsement naming the City of Reading as additionally insured. Certificates of such insurance shall be filed with the City.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

Professional Liability – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: ***City of Reading, 815 Washington Street, Reading, PA 19601***. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

All subcontractors performing work under this contract must furnish to the City a copy of their Certificate of Insurance for Worker's Compensation and liability for bodily injury and property damage.

P. INDEPENDENT PROPOSER

The parties hereto expressly agree and understand that the successful proposer may not be an employee or agent of the City of Reading in any sense. The proposer must be independent of City government affiliation.

Q. LAWS TO BE OBSERVED

The successful proposer shall keep fully informed on all federal, state and local laws, regulations, and all orders and decrees of bodies having any jurisdiction or authority which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work. The successful proposer shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees in force at the time of award. The successful proposer shall protect and indemnify the City of Reading and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulations, order and decree whether by the proposer or the proposer's employee. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the successful proposer for any of the above reasons.

R. INDEMNIFICATION

Successful proposer hereby undertakes to indemnify and hold the City harmless from all losses, costs, damages and fees arising out of or in any manner connected with the successful proposer's performance of this agreement. Executed Indemnification Agreement must be submitted with the proposal.

S. FEE PROPOSAL

The Fee Proposal should be submitted in a **separate, sealed envelope** clearly marked "Fee Proposal". The sealed dollar cost should contain the attorney's proposed hourly rate and an estimation of the hours per week available to devote to this position.

The City of Reading will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar proposal. Such costs should not be included in the proposal.

T. EVALUATION OF PROPOSALS

The Committee will evaluate each written proposal, determine whether oral discussions with the individuals or firms are necessary, then based on the content of the written proposal and any oral discussions, select the best qualified for the assignment and which is most advantageous to the City of Reading, price and all other factors considered.

The evaluation will be based upon the following areas and assigned points:

- Similar experience before governmental Boards, regulatory agencies.....
- Experience with municipal, state, and federal law – especially statutory interpretation and constitutional law.....
- Investigative and prosecutorial experience.....
- Qualifications of persons proposed to work with the Board: resumes, prior experience, level of responsibility, etc.....
- Ability to meet work schedules.....
- Depth of support services: library, research, clerical and legal staff.....
- Proposed cost to the City.....

The Offeror must insure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, or familial status and those requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, are met.

All successful bidders must meet the terms and conditions of:

- 24 CFR Part 85
- OMB Circular A-87
- Section 3 of the Intergovernmental Cooperation Act of 1968
- Section 109 of the Housing Act of 1974
- Title VI of the Civil Rights Act
- Executive Order 11246, Equal Employment Opportunity, if the Contract exceeds \$9,500.
- The Fair Housing Act, as amended.
- Any program regulations about Conflict of Interest.
- Federal Access to Records.
- Executive Order 11625 and section 504 of the Rehabilitation Act of 1973.
- The American Disabilities Act of 1990.

**PROPOSAL
FOR
CITY OF READING, PENNSYLVANIA**

Independent Legal Counsel

The undersigned is a licensed attorney who agrees to serve the City of Reading Independent Legal Counsel, in compliance with this Request for Proposal.

Proposer's name & principal place of business:

Address

City/State/Zip

Phone No. (____)_____FAX No. (____)_____

If proposer is a firm, please submit resume for designated attorney, all principals, and a firm brochure. Check if enclosed:

Enclosed: ☐

If proposer is a sole practitioner, please submit resume. Check if enclosed:

Enclosed: ☐

Form of Business

e.g. (Corporation, partnership, etc.): _____

If incorporated, in which State are you registered to do business? _____

What is your Taxpayer's Identification Number? _____

QUALIFICATION INFORMATION
(May attach additional pages if necessary)

1. List similar experience before governmental Boards, regulatory agencies:

2. List experience with municipal, state, and federal law – especially statutory interpretation and constitution:

3. List investigative and prosecutorial experience:

4. List any other experience, recognitions which would be relevant or beneficial for this position:

The individual signing this RFP certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the decision as to the prices and supporting documentation provided as required in the RFP.

Date

Applicant Name & Position

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract pursuant to this proposal. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.

This Non-Collusion affidavit must be executed by the member, officer, or employee of the proposer who is authorized to legally bind the proposer.

Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval, or submission of the proposal.

In the case of the proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents and an Affidavit must be submitted separately on behalf of each party.

The term “complementary proposal” as used in the Affidavit has the meaning commonly associated with that term in the proposal process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

1. I am _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer that has submitted the attached Proposal or Proposals;

2. I am fully informed respecting the preparation and contents of the attached Proposals and of all pertinent circumstances respecting such Proposals;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

6. Neither the said Proposer nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Proposer will be required to perform.

I state that _____ understands and

(Name of Firm)

acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Reading of the true facts relating to the submission of proposals for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____

DAY OF _____, 20____

Notary

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

BIDDER

TITLE

**PROPOSAL
FOR
CITY OF READING, PENNSYLVANIA
Independent Legal Counsel
Fee Proposal**

1. Proposed Hourly Rate:_____

2. Any other charges that may be billed to the City:

The individual signing this RFP certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the decisions as to the prices and supporting documentation provided as required in the RFP.

Date	Applicant Name and Position
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